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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

WELK BIOLOGY CO., LTD.,

Plaintiff,

vs.

HAKUMO LLC,

Defendant.

CASE NO. 2:24-CV-01613-APG-NJK

**STIPULATION FOR EXTENSION
OF TIME FOR PLAINTIFF TO
RESPOND TO COUNTERCLAIMS**

(FIRST REQUEST)

HAKUMO LLC,

Counterclaimant,

vs.

WELK BIOLOGY CO., LTD.; JWAY FOODS
LLC; YUNG-HSIANG "JERRY" LIN; CHIEN-
TSE "JACK" CHENG; and JENNIFER HUANG,

Counter-Defendants.

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1 Plaintiff and Counter-Defendant Welk Biology Co., Ltd. (“Welk”), Counter-Defendants
2 JWAY Foods LLC, Yung-Hsiang “Jerry” Lin, Chien-Tse “Jack” Cheng, and Jennifer Huang, and
3 Defendant and Counterclaimant Hakumo LLC (“Hakumo”) (collectively, the “Parties”) by and
4 through their respective counsel, hereby agree and stipulate to extend the deadline for Welk and the
5 other Counter-Defendants to respond to Hakumo’s Counterclaims to December 16, 2024.

6 The Counter-Defendants hereby stipulate and agree to waive formal service of process and
7 have accepted service of Hakumo’s Counterclaims through the counsel for Counter-Defendants.
8 Neither the waiver of formal service of process nor this stipulation waive Counter-Defendants’
9 potential challenges to jurisdiction, venue, or other defenses to Hakumo’s claims. Counter-Defendants
10 reserve all rights in this regard.

11 The Parties have agreed to submit this dispute to early mediation, thus the Parties have agreed
12 to stipulate to this extension to avoid unnecessary costs; provided that the Parties are able to agree on
13 a mediator and schedule mediation prior to December 16, 2024. Additionally, Counter-defendant Welk
14 has agreed to work with Hakumo and to contact Amazon to allow Hakumo to sell through the
15 inventory of products supplied by Welk though Hakumo’s storefront on Amazon.com.

16 No previous extensions have been requested by the Parties, and the Parties assert that good
17 cause exists for the extension and that the extension is not sought for purposes of delay.

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23 **IT IS SO ORDERED:**

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UNITED STATES MAGISTRATE JUDGE

25 DATED: October 16, 2024
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